

LAW OFFICES

ROSS & HARDIES

A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

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202-296-8600

3-262A011

SUSAN G. LICHTENFELD

RECORDATION NO. 16694-D

September 16, 1992

SEP 18 1992-11 52 AM

Via Federal Express

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two original executed copies and two photostatic copies of a Partial Release and Termination of Interest, dated as of September 11, 1992, relating to a Security Agreement and Loan Agreement, each dated November 10, 1989, between Precision National Corporation and Deutsche Credit Corporation, duly recorded and filed with the Interstate Commerce Commission (the "Commission") pursuant to 49 U.S.C. §11303 on December 29, 1989, under Recordation Number 16694 (with respect to the Security Agreement) and Recordation Number 16694-A (with respect to the Loan Agreement). The Security Agreement and the Loan Agreement were subsequently amended pursuant to Amendments dated April 25, 1990, and such Amendments were duly recorded and filed with the Commission on April 27, 1990, under Recordation Number 16694-B (with respect to the Security Agreement) and Recordation Number 16694-C (with respect to the Loan Agreement).

The Security Agreement is a primary document, as defined in the Commission's Rules for the Recordation of Documents. The Loan Agreement and the Amendments to the Security Agreement and the Loan Agreement are secondary documents, as defined in the Commission's Rules for the Recordation of Documents.

Sidney L. Strickland, Jr.
September 16, 1992
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The name and address of the party to the enclosed document is:

Deutsche Credit Corporation
2333 Waukegan Road
P.O. Box 329
Deerfield, Illinois 60015-0329

Also enclosed is a check in the amount of \$16.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return both stamped originals and one stamped photostatic copy of the enclosed document and the stamped photostatic copy of this letter to:

Susan G. Lichtenfeld
Ross & Hardies
150 North Michigan Avenue
Suite 2500
Chicago, Illinois 60601.

The following is a short summary of the enclosed document and the primary document to which it relates:

Document to be Recorded

Partial Release and Termination of Interest from Deutsche Credit Corporation dated as of September 11, 1992.

Primary Document to Which it Relates

Security Agreement dated November 10, 1989 from Precision National Corporation (Debtor) to Deutsche Credit Corporation (Secured Party), recorded and filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on December 29, 1989 under Recordation Number 16694.

Very truly yours,


Susan G. Lichtenfeld

SGL:ed
w/encl.

cc: Steven P. Ordaz
Robert W. Kleinman

Interstate Commerce Commission

Washington, D.C. 20423

9/18/92

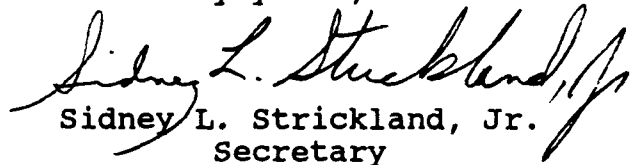
OFFICE OF THE SECRETARY

Susan G. Lichtenfeld
Ross & Hardies
150 North Michigan Avenue
Chicago, Illinois 60601-7567

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 9/18/92 at 11:55AM , and assigned recordation number(s). 16694-D.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

SEP 18 1992-11 53 AM

INTERSTATE COMMERCE COMMISSION

PARTIAL RELEASE AND TERMINATION OF INTEREST

This Partial Release and Termination of Interest (herein, the "Partial Release") is dated as of 9/11, 1992 and is given by Deutsche Credit Corporation, a Delaware Corporation ("Deutsche Credit") to Precision National Corporation, an Illinois corporation ("Precision").

WHEREAS, Precision, as Borrower gave to Deutsche Credit, as Lender, certain Promissory Notes dated November 10, 1989 and April 25, 1990 (herein the "Notes"), respectively, in an aggregate principal amount of \$5,000,000.00; and

WHEREAS, Precision, to secure the Notes, by way of that Security Agreement and Loan Agreement dated November 10, 1989 (respectively, the "Security Agreement" and the "Loan Agreement"), as subsequently amended, granted Deutsche Credit a security interest in all locomotives and locomotive hulks it owned (collectively the "Locomotives"), and all present and future attachments, accessions and additions thereto, substitutions, accessories and equipment therefore and replacements thereof, and any and all proceeds arising out of the sale, lease or other disposition thereof; and

WHEREAS, to evidence Deutsche Credit's lien on the Locomotives, the Security Agreement and Loan Agreement were filed with the Interstate Commerce Commission (the "ICC") pursuant to 49 U.S.C. Section 11303(a) on December 29, 1989, and given recordation numbers 16694 and 16694-A, respectively. There was also filed an Amendment to both the Security Agreement and Loan Agreement, each dated April 25, 1990, and each bearing the file date of April 27, 1990 and recordation numbers 16694-B and 16694-C (collectively herein the "Amendments"); and

WHEREAS, to further evidence Deutsche Credit's lien on the Locomotives, a UCC-1 Financing Statement was filed with the Secretary of State, Illinois, on November 17, 1989, bearing the file stamp number 2646666; and

WHEREAS, certain of the Locomotives have been sold, scrapped, or otherwise disposed and all proceeds thereby payable to pursuant to the Notes, the Security and Loan Agreement, the Amendments and any other documents have been paid to Deutsche Credit (such Locomotives are herein the "Disposed Locomotives"); and

WHEREAS, Precision now desires and has requested Deutsche Credit to release its security interest and lien in the Disposed Locomotives and Deutsche Credit is willing to give such partial release and partial lien termination.

NOW THEREFORE, in consideration of the above, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Deutsche Credit agrees as follows:

1. Effective as of the date hereof, Deutsche Credit hereby releases any interest it may have in the Disposed Locomotives, more

specifically described hereunder.

2. Deutsche Credit represents that it has not placed any liens, claims, security interest, pledges or encumbrances of any kind on the Disposed Locomotives.

3. Deutsche Credit will, from time to time, do and perform any other act and will execute and acknowledge any and all further instruments required by law or reasonably requested and prepared by Precision in order to release any interest which Deutsche Credit has or may have in the Disposed Locomotives.

4. This Partial Release shall be governed and construed in accordance with the laws of the state of Illinois, but the parties shall be entitled to all rights conferred by the laws of the United States permitting filing with the Interstate Commerce Commission.

5. Except as to the release of the Disposed Locomotives, the Promissory Note, Security Agreement and Loan Agreement, and the Amendments all as referenced above, shall remain in full force and effect, excepting only the Disposed Locomotives, as described immediately hereunder.

6. The Disposed Locomotives are identified as follows:

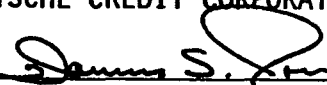
- | | |
|-----------|---|
| Three (3) | Used Electro-Motive Special Duty Locomotives, Model SD 45-2, S/N's 7138-4, 776069-11 and 7138-45 |
| Two (2) | Used Electro-Motive Special Duty Locomotives, Model SD-40-2, S/N's 73630-26 and 786265-49 |
| Eight (8) | Used Miscellaneous Locomotives, Model GE-U33C, S/N's 38249, 38256, 38258, 38358, 10001, 10002, 10003, and 10004 |
| One (1) | Used Miscellaneous Locomotive, Model ALCORS-3, S/N 17HP4L3 |
| Four (4) | Used Electro-Motive Switcher Locomotives, Model SW-1200, S/N's 7701-8, 4491-1, 4469-7 and 4255-6 |
| One (1) | Used Electro-Motive Switcher Locomotive, Model SW-1500, S/N S8383-52 |
| Eight (8) | Used Electro-Motive General Purpose Locomotives, Model GP-10, S/N's 5359-6, 5502-3, 5378-34, 5409-63, 5480-43, 5436-75, 67K3-1051 and 5553-63 |
| Two (2) | Used Electro-Motive General Purpose Locomotives, Model GP-35, S/N's 7739-31 and 5660-7 |
| Two (2) | Used Electro-Motive Switcher Locomotives, Model SW-9, S/N's 4075-4 and 1187-2B |

One (1) Used Electro-Motive General Purpose Locomotive, Model GP-38,
S/N 7060-100

One (1) Used Electro-Motive General Purpose Locomotive, Model GP-40,
S/N 7897-7

IN WITNESS WHEREOF, the Deutsche Credit Corporation has have executed and
delivered this Partial Release as of the date first above written.

DEUTSCHE CREDIT CORPORATION

By: 

Title: SVP, CFO & TREASURER

By: 

Title: SVP SPo

SPO/n1
92090801.spo

STATE OF ILLINOIS

COUNTY OF LAKE

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) SS.
)
)

On this 11th day of September, 1992, before me personally appeared James S. Poor and Guenter Wagner personally known to me, to be the persons who executed the within instrument as the Treasurer and SVP of Deutsche Credit Corporation, respectively, and acknowledged to me that the corporation executed it.


Notary Public

(seal)

